

## **The complaint**

Ms F complains that Albany Park Limited mis-sold her a life insurance policy.

## **What happened**

In December 2020 Ms F took out a life insurance policy during a telephone call. She says she received an unsolicited call from Albany Park during which she extended her life insurance cover. Ms F says that she recently noticed that her residency status was recorded as a UK resident. She feels the policy was mis-sold as she doesn't think she'd have been covered in the event of a claim as she was living in France when she took the policy out.

Albany Park looked into what happened and didn't think that the policy had been mis-sold. They said that at the time of the sale Ms F met the criteria, based on the information she provided. And, they said she was still able to benefit from the policy as she still had a UK bank account. Ms F complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. He didn't think Albany Park had mis-sold the policy based on the information Ms F had provided at the point of sale.

Ms F didn't agree and asked an ombudsman to review her complaint. She said that due to Covid-19 restrictions she was outside the UK for more than six months and the criteria wasn't made clear to her. Ms F said our investigator had acknowledged the underwriter of the policy had given conflicting information and suggested that this meant Albany Park had also done so too. Finally, she said that it seemed to be thought that a suitable way forward was for her daughter to sort this situation out in the event a claim was made.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Albany Park didn't give Ms F advice about the policy. So the relevant rules and industry guidelines say that they needed to ensure she was given clear, fair and non-misleading information about the policy. They didn't need to make sure it was suitable for her demands and needs. That means it was for Ms F to decide if the policy was right for her.

I'm not upholding this complaint because:

- Based on the evidence available to me I don't think it is most likely, on the balance of probabilities, that the policy is invalid due to Ms F having moved abroad. There is no specific term in the policy documentation available at the point of sale which says that the underwriter of the policy can turn down a claim because someone lives abroad at the time they claim.
- Ms F confirmed during the call that she was a UK resident, although she was staying in France at the time. She also confirmed that she wasn't planning to move there

permanently and expected to spend 52 weeks out the next 2 years outside the UK and Republic of Ireland.

- I don't think there was any information in the available policy documentation which would have suggested that Albany Park needed to check that Ms F met the eligibility criteria, bearing in mind the information Ms F provided.
- I also note that Ms F confirmed shortly after the call that the information she provided during the call about her residency, plans to move and how long she intended to spend outside the UK during the next two years. That's detailed in a Personal Details Document dated January 2021. So, I think she had a further opportunity to query this with Albany Park (or the underwriter of the policy) if she had concerns about the whether the policy met her needs.
- I appreciate that Ms F has since been given information by the underwriter of the policy about her residency status, some of which she has explained is conflicting about whether she could claim. But, as I've outlined above, that isn't reflected in the policy terms and conditions from the point of sale. So, even if that's what the underwriter has told Ms F, it doesn't change my thoughts about the overall outcome of this complaint. That's because I don't think Albany Park gave Ms F unclear, unfair or misleading information during the sales process as the information provided by them is accurately reflected in the policy terms.
- I've thought about what Ms F said about the impact of Covid-19 and restrictions on travel. But I don't think that's central to the outcome of this complaint. The policy terms make no reference to there being a requirement to reside in the UK at least six months a year. If Ms F has concerns about changes in the underwriter's approach to residency that's something she'll need to address with the underwriter directly as that's not something within Albany Park's control.
- I appreciate that Ms F feels that this would have been left to her daughter to resolve in the event of a claim. But I can only consider what has happened, not what might have happened if Ms F had claimed. And there's no evidence to indicate that Ms F has experienced any detriment because of the information she was given during the sales process by Albany Park. That's because there's no compelling or persuasive evidence that she wouldn't have been able to benefit from the policy. I also understand Ms F has since cancelled the direct debit for the policy.

### **My final decision**

I'm not upholding Ms F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 29 May 2024.

Anna Wilshaw  
**Ombudsman**